

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**ANNUAL REQUIREMENTS
FOR
Window Cleaning Services
Bid No. 14-155**

**Fish Window Cleaning
P.O. Box 4266
Lincoln, NE 68504
(402)467-3474**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between Fish Window Cleaning, P.O. Box 4266, Lincoln, NE 68504, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Requirements for Window Cleaning Services, Bid No. 14-155 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**City - Agreement to line items 4, 11 and 12 of Contractor's Proposal and Attachment B
County - Agreement to line item 32 of Contractor's Proposal and Attachment C
Public Building Commission - Agreement to line items 1 and 8 of Contractor's Proposal**

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, and the referenced attachments, copies thereof being attached to and made a part of this The total cost of products or services for City Departments shall not exceed \$34,000.00 during the contract term without approval. The total cost of products or services for County agencies shall not exceed \$10,000.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for the Public Building Commission shall not exceed \$5,000.00 during the contract term without approval by the Lincoln-Lancaster County Public Building Commission.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.

8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a four (4) year term with option to renew for four (4) additional one (1) year terms.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Attachment B
 4. Attachment C
 5. Cleaning Service Location List and Frequency
 6. Special Provisions
 7. Specifications
 8. Instructions to Bidders
 9. Insurance Requirements
 10. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

Approved by Resolution No. _____

Dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

Dated _____

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

County Law

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Name of Corporation

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Johnson Services, LLC

Name of Organization

D.B.A. Fish Window Cleaning

Type of Organization

3223 Cornhusker Hwy, Suite C Lincoln, NE 68504

(Address)

By: _____
Member *Robert T. Johnson*

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla - Assistant Purchasing Agent	Contact
Phone	1 (402) 441-8309		Purchasing	Department
Fax	1 (402) 441-6513			Building
Bid Number	14-155 Addendum 1	Department		
Title	Annual Requirements for Window Cleaning Services	Building	Suite 200	Floor/Room
Bid Type	Bid	Floor/Room		Telephone
Issue Date	05/30/2014	Telephone	1 (402) 441-8309	Fax
Close Date	6/13/2014 12:00:00 PM CT	Fax	1 (402) 441-6513	Email
Need by Date		Email	rwalla@lincoln.ne.gov	

Supplier Information

Company Fish Window Cleaning
 Address P.O. Box 4266

 Lincoln, NE 68504
 Contact Bob Johnson
 Department
 Building
 Floor/Room
 Telephone 1 (402) 4673474
 Fax 1 (402) 4673475
 Email lincoln@fishwindowcleaning.com
 Submitted 6/13/2014 11:17:11 AM CT
 Total \$122,902.00

Signature _____

Supplier Notes

Jorge Aguilar with empirekc was interested in bidding the Pinnacle Bank Arena, he was not able to get up to Lincoln in time to submit a bid but, if you end up still needing cleaners for that location he would be happy to provide an estimate.
 jorge@empirekc.com (816)698-2619.

Bid Notes

This is a cooperative bid which includes the City of Lincoln, Lancaster County, the Lincoln/Lancaster County Public Building Commission and Southeast Community College.

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Line Item Pricing	I have submitted my pricing in the Unit Price box for each Line Item based on the cost to service that location one time. The quantity listed in the Qty box is based on the estimated total number of times the service will be provided at each location during the initial (4) four year term of the contract. The ebid system will automatically multiply your single service cost times the number in the Qty to give a total bid price for each location and an overall bid price for all locations being bid.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
4	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a):NO, (b):YES, (c):First Year
7	Location Listing	I acknowledge reading and understanding the Location Listing.	Y
8	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
9	References	I acknowledge that I have attached in the suppliers response attachment section of the bid my three references on company letterhead.	Y
10	Contact	Name of person submitting this bid:	Keenan Leger
11	Electronic Signature	Please check here for your electronic signature.	Yes
12	Cooperative Bid	I acknowledge and understand that The City of Lincoln, Lancaster County, The City/County Public Building Commission and Southeast Community College are issuing this bid for Window Cleaning Services. Any reference to any of these four entities in the Specifications or any other documentation in the bid refers to all four entities.	Yes
13	Electronic Funds Transfer	Will your company accept payment via Electronic Funds Transfer (EFT)? Yes OR No If No, Why?	Yes
14	Additional Discount	Will your company offer an additional discount off of bid pricing if awarded all Owner locations? YES or NO If YES, What is that discount?	NO
15	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: "Additional Discount" Attribute was added to the bid.	Yes

Line Items

#	Qty	UOM	Description	Response
1	4	Services	K Street Complex, 440 South 8th Street, SERVICE ONE TIME PER YEAR Bid the Per Service Cost in the Unit Price Box	\$87.00
Item Notes: 2nd Floor North Side Outside Only				
Supplier Notes: Clean outside only of all 2nd floor exterior windows on north side of building.				
2	2	Services	Community Mental Health, 2200 St. Mary's Ave., SERVICE ONE TIME EVERY TWO YEARS Bid the Per Service Cost in the Unit Price Box	\$1,598.00
Item Notes: Inside and Out				
Supplier Notes: Clean inside and outside all exterior windows and doors.				
3	2	Services	Lancaster County Health, 3140 N St., SERVICE ONE TIME EVERY TWO YEARS Bid the Per Service Cost in the Unit Price Box	\$1,660.00
Item Notes: Outside Only				
Supplier Notes: Clean outside only of all exterior windows and doors.				
4	16	Services	Lincoln Fire & Rescue Admin Offices, 1801 Q St. North, SERVICE FOUR TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$117.00
Item Notes: Inside and Out North Window Wall only & West Office				
Supplier Notes: Clean inside and outside of all North Window Wall glass/3 pieces of 1'st story glass on west side/and all 2nd floor glass on west side.				
5	8	Services	Lincoln Water Systems, 2021 N 27th St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$218.00
Item Notes: Outside Only				
Supplier Notes: Clean outside only of all exterior windows and doors.				
6	4	Services	Lincoln Police Substation, 4843 Huntington, SERVICE ONE TIME PER YEAR Bid the Per Service Cost in the Unit Price Box	\$174.00
Item Notes: Outside				
Supplier Notes: Clean outside only of all exterior windows and doors.				

7	2	Services	Hall of Justice, 575 S. 10th St., SERVICE ONE TIME EVERY TWO YEARS Bid the Per Service Cost in the Unit Price Box	\$4,548.00
Item Notes: Outside Only				
Supplier Notes: Clean outside only of all exterior windows and doors.				
8	2	Services	City County Bldg., 555 S. 10th St., SERVICE ONE TIME EVERY TWO YEARS Bid the Per Service Cost in the Unit Price Box	\$2,109.00
Item Notes: Outside Only				
Supplier Notes: Clean outside only of all exterior windows and doors.				
9	2	Services	Court House Plaza Building, 633 South 10th, SERVICE ONE TIME EVERY TWO YEARS Bid the Per Service Cost in the Unit Price Box	\$366.00
Item Notes: Outside Only				
Supplier Notes: Clean outside only of all exterior windows and doors. *NOTE* This building is listed as 633 South 10th, actual location is 633 S 9th.				
10	2	Services	605 Building, 604 S. 10th St., SERVICE ONE TIME EVERY TWO YEARS Bid the Per Service Cost in the Unit Price Box	No Bid
Item Notes: Outside Only				
Supplier Notes:				
11	48	Services	Wastewater Facility, 2400 Theresa St., SERVICE TWELVE TIMES EACH YEAR Bid the Per Service Cost in the Unit Price Box	\$86.00
Item Notes: Outside Only				
Supplier Notes: Clean outside only of all exterior windows and doors to Administrative Building.				
12	48	Services	NE Operations Control Facility, 7000 N. 70th St., SERVICE TWELVE TIMES EVERY YEAR Bid the Per Service Cost in the Unit Price Box	\$18.00
Item Notes: Outside Only				
Supplier Notes: Clean outside only of all exterior windows and doors.				
13	8	Services	South Street Library, 2675 South St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$165.00
Item Notes: Inside and Out				
Supplier Notes: Clean inside and outside of all exterior windows and doors. Bid includes breakdown/cleaning/re assembly of storm windows.				

14	8	Services	Bennett Martin Library, 136 S. 14th St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$648.00
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Item Notes: All inside first floor windows, all inside 2nd through 4th floor windows, outside of all 2nd floor windows
Inside and Out

Supplier Notes: Clean inside and outside of all 1st floor exterior windows and doors - \$294
Clean the inside only of all 2nd through 4th floor exterior windows - \$115
Clean the outside only of all 2nd floor windows - \$53
Clean the inside only of the elevator shaft windows including inside and outside of car window - \$175
Clean the outside only of 1st and 2nd floor elevator shaft windows - \$11

15	8	Services	Bethany Library, 1810 N. Cotner, SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$128.00
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Item Notes: Inside and Out

Supplier Notes: Clean inside and outside all exterior windows and doors.

16	8	Services	Gere Library, 2400 S. 56th St., SERVICE ONE TIME PER YEAR Bid the Per Service Cost in the Unit Price Box	\$1,058.00
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Item Notes: All windows including Clerestory
Inside and Out

Supplier Notes: Clean inside and outside of all exterior windows and doors including clerestory glass. *NOTE* If so requested both
sides of all interior only glass can be cleaned for an additional \$369.00.

17	8	Services	Anderson Library, 3635 Touzalin, SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$372.00
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Item Notes: Inside and Out

Supplier Notes: Clean inside and outside all exterior windows and doors.

18	8	Services	Bess Dodson Walt Library, 6701 S. 14th St, SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$1,445.00
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Item Notes: All windows including Clerestory
Inside and Out

Supplier Notes: Clean inside and outside all windows and doors including clerestory glass. Does not include cleaning between pella
inserts. *NOTE* If so requested both sides of all interior only glass can be cleaned for an additional \$80.00.

19	8	Services	Eiseley Library, 1530 Superior, SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$1,445.00
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Item Notes: All windows including Clerestory.
Inside and Out

Supplier Notes: Clean inside and outside all windows and doors including clerestory glass. Does not include cleaning between pella
inserts. *NOTE* If so requested both sides of all interior only glass can be cleaned for an additional \$80.00.

20	8	Services	University Square Parking Garage, 101 N. 14 St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	No Bid
Item Notes: South Stair Tower, NW Stair Tower and Open Shaft Window in South Stair Tower Inside and Out				
Supplier Notes:				
21	8	Services	Center Park Garage, 1100 N St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	No Bid
Item Notes: Plexi Stair Covers, Stair Tower & Bridge and North Elevator/Shaft. Inside and Out				
Supplier Notes:				
22	8	Services	Carriage Park Garage, 1120 L St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	No Bid
Item Notes: Stair Towers, Elevator & Elevator Shaft and Skywalk Inside and Out				
Supplier Notes:				
23	8	Services	Cornhusker Square, 1220 L St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	No Bid
Item Notes: Garage Stair Towers Inside and Out				
Supplier Notes:				
24	8	Services	Que Place Garage, 1111 Q. St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	No Bid
Item Notes: Stair Towers, West Elevator & Shaft and Skywalk Inside and Out				
Supplier Notes:				
25	8	Services	Market Place Garage, 925 Q St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	No Bid
Item Notes: Stair Towers, Elevator and Skywalk Inside and Out				
Supplier Notes:				

26	8	Services	Parking Office, 850 Q Street, SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	No Bid
Item Notes: Inside and Out				
Supplier Notes:				
27	8	Services	Haymarket Garage, 840 Q St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	No Bid
Item Notes: Elevator and Stair Tower Inside and Out				
Supplier Notes:				
28	8	Services	NE Team Station, 4843 Huntington, SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$174.00
Item Notes: Outside Only				
Supplier Notes: Clean outside only of all exterior windows and doors.				
29	4	EA	Pinnacle Bank Arena, 400 Pinnacle Arena Drive, SERVICE ONE TIME PER YEAR Bid the Per Service Cost in the Unit Price Box	No Bid
Item Notes: PLEASE NOTE - PART OF THIS BUILDING HAS INTERIOR AND EXTERIOR WINDOWS WHICH ARE 150' HIGH. VENDOR WILL NEED SPECIALIZED EQUIPMENT TO REACH THIS HEIGHT. All Interior and Exterior windows				
Supplier Notes:				
30	8	Services	County Youth Services Center, SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$161.00
Item Notes: Outside Only- Lobby and Administration area - East side of building				
Supplier Notes: Clean outside only of all exterior windows and doors to lobby and administration area on East side on building.				
31	1	PKG	Southeast Community College Buildings No pricing is placed in this section - Complete Unit Pricing in the Line Items below!	\$38,288.00
Item Notes:				
Supplier Notes:				

Package Line Items: If responding to this package, all line items in the package are required

#	Qty	UOM	Description	Response
31.1	8	Services	Education Square - 1111 O Street SERVICE PROVIDED TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	938.00

Item Notes: Outside Windows - Upper level only on the North, West and East side.
Inside Windows - North side of elevators only.

Supplier 4.3.1.1.1 - Clean outside windows upper level only on the North, West, and East side - \$438.00
Notes: 4.3.1.2.1 - Clean inside windows North side of elevators only - \$500.00

31.2	8	Services	Continuing Education/Entrepreneurship Center - 3101 So. 68th Street Place SERVICE PROVIDED TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	3,714.00
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Item Notes: Outside Windows - Main Entrance area with white/cream color finish, 2D wing front and back windows.
Outside Windows - Upper levels - North side and West side - 2nd through 5th floors (Wing that faces East)
Outside Windows - West and South sides - 1st through 4th floors.
Inside Windows - 2nd floor lobby area only.
Inside Windows - North side of elevators only.

Supplier 4.3.2.1.1- \$1597.00
Notes: 4.3.2.1.2- \$798.00
4.3.2.3- \$1091.00
4.3.2.4- \$228.00

31.3	8	Services	Main Campus - 8800 O Street SERVICE PROVIDED TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	134.00
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Item Notes: Outside Windows - Student Services Area only.
Inside Windows - None

Supplier Clean outside only of all exterior glass of student services area.
Notes:

32	1	PKG	County Adult Detention Facility No pricing is placed in this section - Complete Unit Pricing in the Line Items below!	\$9,632.00
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Item Notes:

Supplier Notes:

Package Line Items: If responding to this package, all line items in the package are required

#	Qty	UOM	Description	Response
32.1	12	Services	Adult Detention Facility - 3801 SW O Street - EXTERIOR SERVICE PROVIDED THREE TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	556.00

Item Notes: Outside Windows Only - North Side and North half of West Side Only

Supplier Clean outside only of all exterior windows and doors on the North side and North half of West side(office areas).
Notes:

32.2	8	Services	Adult Detention Facility - 3801 SW O Street - INTERIOR SERVICE PROVIDED TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	370.00
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Item Notes: Inside of Windows Only - North Side and North half of West Side Only

Supplier Notes: Clean inside only of all exterior windows and doors on the North side and North half of West side(office areas).

Response Total:	\$122,902.00
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BRIGHTEN YOUR WORLD

3223 Cornhusker Hwy, Suite C
Lincoln, NE 68504

PH: 402-467-3478 - FAX: 402-467-3475

Independently owned and operated.

Hello Robert,

This is the bid for the Municipal Service Center at 949 W Bond. The bid includes cleaning inside and outside of the top piece of glass to both the 1st and 2nd floor windows and doors, and outside only of the bottom piece of glass to both the 1st and 2nd floor windows. This bid is also calculated for twice a year cleaning. The first cleaning is both inside and outside of glass, and the second cleaning of the year is outside only. An additional price is included for the one time removal of hard water staining on the 1st floor glass.

Clean inside and outside of all accessible glass on both 1st and 2nd floor. - \$1,842 + tax if applicable, per cleaning

Clean outside only of all 1st and 2nd floor glass. - \$1,382 + tax if applicable, per cleaning

One time removal of hard water stains on 1st floor glass (Results not guaranteed to be perfect, and a scratched glass waiver would be required). - \$ 1,089 + tax if applicable

Thank you,

Keenan Leger
General Manager
Fish Window Cleaning
3223 Cornhusker Hwy. Suite C
Lincoln, NE 68504
(402)467-3474
Independently Owned and Operated
www.fishwindowcleaning.com/lincoln



BRIGHTEN YOUR WORLD

3223 Cornhusker Hwy, Suite C
Lincoln, NE 68504
PH: 402-467-3478 - FAX: 402-467-3475

Independently owned and operated.

Hello Robert,

This is the bid proposal for the Adult Detention Facility at 3801 SW O Street.

Three times a year cleaning of outside only of all exterior windows and doors on the North side and North half of West side (office areas). - \$556.00 per cleaning + tax if applicable.

Two times a year cleaning of inside only of all exterior windows and doors on the North side and North half of West side (office areas). \$370.00 per cleaning + tax if applicable.

Optional cleaning of interior only glass in hallway and high interior glass in lobby. - \$436.00 per cleaning + tax if applicable.

Thank you,

Keenan Leger
General Manager
Fish Window Cleaning
3223 Cornhusker Hwy, Suite C
Lincoln, NE 68504
(402)467-3474
Independently Owned and Operated
www.fishwindowcleaning.com/lincoln



Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM
13

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name Lincoln-Lancaster County Public Building Commission			Name Fish Window Cleaning		
Street or Other Mailing Address 920 "O" Street, Suite 203			Street or Other Mailing Address P.O. Box 4266		
City Lincoln	State NE	Zip Code 68508	City Lincoln,	State NE	Zip Code 68504

Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One ☐ Purchase for Resale (Complete Section A) ☒ Exempt Purchase (Complete Section B) ☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the
form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from
Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____:
(exempt entity)

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases
of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the
regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135,
shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for
each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket
certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct
and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

7-15-14
Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials, supplies, labor & service used for the
WATER Division of the City of Lincoln. Said services are taxable per Reg. 066.14A or applicable
laws.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.

Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).



Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name Lancaster County			Name Fish Window Cleaning		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address P.O. Box 4266		
City Lincoln	State NE	Zip Code 68508	City Lincoln,	State NE	Zip Code 68504

Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the
form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

☐ YES ☐ NO

Was Item Depreciable?

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from
Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____:
(exempt entity)

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases
of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the
regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135,
shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for
each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket
certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct
and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

Date

7-15-14

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER
Division is taxable per Reg. 066.14A or applicable laws.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.

Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM
13

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER			
Name The City of Lincoln				Name Fish Window Cleaning			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address P.O. Box 4266			
City Lincoln	State NE	Zip Code 68508		City Lincoln,	State NE	Zip Code 68504	

Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

☐ YES ☐ NO

Was Item Depreciable?

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____ (exempt entity):

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

7-15-14
Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER W Sonny Lane c/o FBL Financial Group Inc. 5550 S 59th Ste 24 Lincoln NE 68516	CONTACT NAME: W Sonny Lane PHONE (A/C, No, Ext): (402) 421-9100 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Farm Bureau Property & Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED JOHNSON SERVICES LLC DBA FISH WINDOW CLEANING PO BOX 4266 LINCOLN, NE 685040266	NAIC # 13773

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CPP6014830	09/01/2013	09/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>	CPP6014830	09/01/2013	9/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	<input type="checkbox"/>	WC 6003739	09/01/2013	09/01/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Lincoln Nebraska, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commissionfl as additionally Insured. CG 2010

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln Nebraska Lancaster County
Nebraska and Lincoln Lancaster Co. PBC
440 S 8th St Ste 440
Lincoln, ne 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SONNYLANE

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**SPECIFICATIONS
WINDOW CLEANING SERVICES**

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 The City of Lincoln, Lancaster County, Nebraska; the Lincoln-Lancaster County Public Building Commission, and Southeast Community College-Lincoln, hereinafter referred to as "Owners", are requesting bids from qualified Vendors to provide interior and exterior window cleaning services at various locations throughout the city limits of Lincoln, Nebraska.
- 1.2 Locations for all entities are listed as an attachment in the Bid Attachment section on the City/County ebid system.
 - 1.2.2 Building locations not indicated in this bid may be added to any contract resulting from this bid with mutual consent and by written amendment of both parties at any time during the contract period.
- 1.3 The service shall include all labor, supervision, materials, chemicals, machines, set-up and rigging, tools, equipment, traffic control (if deemed necessary), insurance, permits and licenses to perform the services specified herein in a safe, timely, and efficient manner.
- 1.4 Any deviation from these specifications or the ebid must be documented on company letterhead and attached to the Response Attachment section of the ebid response.
- 1.5 Vendors must submit bid documents and all supporting material via ebid.
- 1.6 All inquiries regarding these specifications shall be directed via email or faxed written request to Robert Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.6.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
- 1.7 The City/County Purchasing Office shall only reply to written inquiries received within five (5) calendar days of the bid opening.
- 1.8 No direct contact is allowed between Vendor and other Owner staff throughout the bid process.
 - 1.8.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.9 Awarded Vendor must meet with the Building Maintenance Director or Designee to view all buildings and areas to be cleaned prior to performing any work under this contract.

2. CONTRACT TERMS

- 2.1 The term of the contract shall be four (4) years from date of execution with an option for 4 additional one year renewals upon mutual consent of all parties.
- 2.2 The Owners reserve the right to add, remove or adjust the terms of the contracts should there be a substantial change caused by building remodeling, new building construction, budget restrictions, etc.
 - 2.2.1 Such adjustments must be made in the form of a written contract amendment signed by both the Contractor and Owners.
 - 2.2.2 Only Owners that are part of the specific contract will be required to execute a contract amendment.
- 2.3 The awarded contracts will not be assignable without written approval of the Owners in the form of a contract amendment.
- 2.4 Termination of Contract for convenience may be issued with a ninety (90) day written notice of termination by either party.

- 2.5 The Owners may terminate the contract for cause with a ten (10) day written notice if the Contractor:
 - 2.5.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide window cleaning services as requested.
 - 2.5.2 Fails to make payment to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Vendor and Subcontractors.
 - 2.5.3 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract.
 - 2.5.4 If the Contractor or Subcontractor's employees commit a breach of facility security rules.
 - 2.5.5 Otherwise commits a substantial breach of any provision of the Contract Document.
 - 2.5.6 Vendor may have the opportunity to respond and cure the recognized deficiencies in a predetermined amount of time.
- 2.6 Vendors will enter into one contract with Southeast Community College and another contract with the City of Lincoln, Lancaster County and the City/County Public Building Commission.
 - 2.6.1 The Owners reserve the right to award all locations to a single Vendor or split the award as deemed to be in the best interest of the Owners.
 - 2.6.1.1 An attribute in the ebid system will allow the Vendors the opportunity to provide a discount to all Owners if awarded all locations.
 - 2.6.2 Vendors must indicate in the Attribute section of the ebid if their pricing is firm for the term of the original contract or subject to escalation.
- 2.7 Upon award Vendor must provide proof of insurance meeting the requirements listed in the Bid Attachment section of the ebid system.
 - 2.7.1 Each entity must be listed as Additional Insured in the Description of Services box on the Certificate of Accord.

3. **CONTRACTOR'S QUALIFICATIONS/REQUIREMENTS**

- 3.1 Bidding shall be limited to individuals, partnerships and corporations currently engaged in the field of high rise commercial building window washing.
- 3.2 Vendors shall demonstrate competence, experience and financial capability to carry out the terms of a contract based on these specifications.
- 3.3 All Vendors must have in their possession by means of ownership or available to them by formal agreement at the time of bidding, all equipment and supplies (window-cleaners' belts, boatswain's chairs, rope descent systems, ladders, supported scaffolds high reach poles, water feed poles and the support equipment used to suspend employees cleaning windows) which may be necessary and required to perform the services outlined in these specifications.
- 3.5 Vendor shall provide adequate protection to prevent any damage to the exterior and interior of the building during window washing operations.
- 3.6 Any use of window washing scaffolding must be maintained at Vendors expense.
 - 3.6.1 Vendor shall be responsible for insuring that all equipment is maintained and operated in accordance with manufacturer applicable standards.
- 3.7 Vendor shall require each of its employees and/or agents, while working in or about the premises, to exercise at all times due care for the protection of persons and property, and to observe the generally accepted standards of safety precautions and courtesy.

- 3.8 Vendor shall comply fully with all current applicable State, Federal and OSHA laws and regulations of any other regulating governmental authority, including but not limited to training, safety, employment, wages, taxes and licensing.
- 3.9 The Vendor shall be held liable for any damage they cause to Owner's property; both inside and outside while performing the required services.
- 3.10 The Vendor shall give a minimum of 5-days notice to the Building Maintenance Division Director or its Designee prior to performing window cleaning services.
- 3.11 Unless previously agreed upon by the Owners, all interior windows shall be cleaned during normal working hours, which is 8:00 A.M. to 4:30 P.M., Monday through Friday.
 - 3.11.1 The Owners will provide the successful Vendor with a schedule of holiday closings.
 - 3.11.2 The Vendor will coordinate interior window cleaning with Owners staff to minimize any disruption in work.
 - 3.11.3 Exterior windows may be cleaned outside of normal business hours unless access to the building is necessary for the work to be performed.
- 3.12 Some Owners buildings, or areas within a building may have restricted access.
 - 3.12.1 Examples of restricted buildings for the City, Lancaster County and PBC are the City/County Hall of Justice, 605 Building, New Correction Facility and Court House Plaza.
 - 3.12.1 Vendor will meet with Building Maintenance staff prior to performing services to determine how access can be given in restricted areas.
- 3.13 The Owners intend to include the buildings listed in the bid line items in the initial service agreement.
- 3.14 The Owners reserve the right to add or delete any building from the cleaning schedule.
 - 3.14.1 The cost to service additional buildings will be quoted as needed and added to the contract via a written amendment with the specific Owners.
- 3.15 All windows, sills, frames and metal will be cleaned and wiped down to reduce streaking on glass and/or frames using a cleaning solution approved by the Owners Building Maintenance Staff or Designee.
 - 3.15.1 Standard window cleaning shall include but not limited to, rinsing, cleaning, soap application, squeegee clean, and all edges wiped.
- 3.16 Windows shall be cleaned in an interval as shown on the Location Attachment in the Bid Attachment section of the ebid.
- 3.17 Vendor shall take all measures necessary to prevent cleaning solutions from contacting the facilities interior and exterior walls.
- 3.18 If the Vendor fails to provide adequate cleaning service in accordance with these specifications and according to the Owners Building Maintenance Staff, the windows shall be cleaned again at no additional cost to the Owners.
 - 3.18.1 Rework must be completed within seven (7) working days from the date of notification to do such work.
 - 3.18.2 Vendor will not be paid until rework is complete and Building Maintenance Staff has approved of the work done.

4. **SITE SPECIFIC GENERAL INFORMATION**

- 4.1 In addition to the locations and instructions provided in the Location Attachment, specific requirements for service are as follows:
- 4.2 The Bennett Martin Library at 136 So. 14th Street has an elevator shaft window which must be cleaned on the inside and outside.
 - 4.2.1 Vendors must ensure that courtyard plants and landscaping are not damaged during cleaning services.
- 4.3 Southeast Community College- Lincoln Campus: Windows shall be cleaned twice a year.
 - 4.3.1 Education Square located at 1111 "O" Street
 - 4.3.1.1 All outside windows
 - 4.3.1.1.1 Upper level only on the north, west and east side.
 - 4.3.1.2 Inside windows
 - 4.3.1.2.1 Glass windows on north side of elevators only.
 - 4.3.2 Continuing Education/Entrepreneurship Center located at 301 S. 68th St. Place.
 - 4.3.2.1 Outside windows - West Wing
 - 4.3.2.1.1 From the main entrance of the building west, the 2D wing all front and back windows.
 - 4.3.2.1.2 Outside windows on upper levels; only on the north side and west side, 2nd through 5th floors).
 - 4.3.2.2.1 West side wing or portion of the building that FACES east.
 - 4.3.2.3 The west and south sides would be 1st through 4th floor.
 - 4.3.2.4 Interior window cleaning would consist of 2nd floor lobby area only.
 - 4.3.3 Main Campus located at 8800 "O" Street
 - 4.3.3.1 All outside windows in the Student Services Area only.
 - 4.3.4 Pictures of the SCC buildings are attached in the Bid Attachment Section of the ebid.
- 4.4 Awarded Vendor must meet with the Building Maintenance Director or Designee to view all buildings and areas to be cleaned prior to performing any work under this contract.

5. **EVALUATION INFORMATION AND SUBMITTALS**

- 5.1 Vendor bids will be evaluated using the information submitted in the ebid to determine the lowest, responsible, responsive bidder/s.
- 5.2 References from current and past customers will be a consideration in the award of this contract.
- 5.3 Vendor must provide references from at least three (3) other accounts where window cleaning service is being provided on commercial high rise buildings.
 - 5.3.1 Vendors may list contracts that are no longer active if the reason for cancellation is provided with the reference information for that account.
 - 5.3.2 References must list the Contact name, phone number, address, email address, total yearly dollar value of account and number of years under contract with the account.
 - 5.3.3 Reference information will be typed on company letterhead and attached to the Response Attachment section of the ebid response.

6. **INVOICE AND PAYMENT REQUIREMENTS**

- 6.1 Invoices for payment shall include company name and address for remittance, locations of where service has been performed, dates of service, contracted price, and total amount due.
 - 6.1.1 Invoices must be sent to the building Owners within 30 days of receiving service.
- 6.2 Vendor must agree to bill each entity with a separate invoice based on the location, unless otherwise agreed upon by the Owners and Vendor.
- 6.3 Owners prefer to make payments using an Electronic Funds Transfer (Direct Deposit) to expedite the accounts payable process.
 - 6.3.1 An Attribute will be in the ebid which asks for your acceptance of this payment method.
- 6.4 All Owners accounts are tax exempt.
- 6.5 The Owners will not pay for any fees or charges that are not specifically agreed to in the contract.

Window Cleaning Locations				
City of Lincoln - Facilities	Location	Frequency	Washed Inside and/or Outside	Unless noted, All windows are to be cleaned at the listed facility
Lincoln Fire & Rescue Admin	1801 Q St. North window	4x per year	Inside and Out	
	2400 Theresa St.	12x per year	Outside Only	
Wastewater Facility	7000 N. 70th St.	12x per year	Outside Only	
	2021 N 27th St.	2 x per year	Outside Only	
NE Operations Control Facility	4843 Huntington	2x per year	Inside and Out	
Lincoln Water Systems	2675 South St.	2x per year	Inside and Out	
NE Team Station				
27 South Street Library				
Bennett Martin Library	136 S. 14th St.	2x per year	Inside and Out	Clean all first floor windows, inside and out, every six months. Clean the inside of all 2nd through 4th floor windows every six months. Clean the outside of all 2nd floor windows every six months. Clean the inside of the elevator shaft windows (including the outside of the car window) every six months. Clean the outside of the elevator shaft windows, to the level of 2nd floor, every six months.
Bethany Library	1810 N. Cotner	2x per year	Inside and Out	
Gare Library	2400 S. 56th St.	2x per year	Inside and Out	
Anderson Library	3635 Touzalin	2x per year	Inside and Out	
Bess Dodson Wait Library	6701 S. 14th St	2x per year	Inside and Out	
Eiseley Library	1530 Superior	2x per year	Inside and Out	
Dan Williams Library	5000 Mike Scholl St	2x per year	Inside and Out	
University Square Parking Garage	101 No. 14th St.	2x per year	Inside and Out	South Stair Tower, NW Stair Tower, Open Shaft Window in South Stair Tower
Lumberworks Park Garage	700 N Street	2x per year	Inside and Out	North Stair and West Stair Tower and Elevator Shaft
Larson Building Park Garage	1317 Q Street	2x per year	Inside and Out	SE Stairwell Tower and Elevator Lobbies and Elevator Shaft
Center Park Garage	1100 N Street	2x per year	Inside and Out	Plexi Stair Covers, Stair Tower & Bridge, North Elevator/Shaft
Red 1 Garage	555 R Street	2x per year	Inside and Out	North Stair Tower/Elevator Shaft and South Stair Tower/Elevator Shaft
Green 2 Garage	530 P Street	2x per year	Inside and Out	North Stair Tower/Elevator Shaft and South Stair Tower/Elevator Shaft
Blue 3 Garage	1120 L Street	2x per year	Inside and Out	Stair Towers, Elevator & Elevator Shaft, Skywalk
Cornhusker Square Garage	535 P Street	2x per year	Inside and Out	North Stair Tower/Elevator Shaft and South Stair Tower/Elevator Shaft
Que Place Garage	1111 Q	2x per year	Inside and Out	Stair Towers
Market Place Garage	925 Q Street	2x per year	Inside and Out	Stair Towers, West Elevator & Shaft and Skywalk
Parking Office	850 Q Street	2x per year	Inside and Out	Stair Towers & Elevator, Skywalk
Haymarket Garage	840 Q Street	2x per year	Inside and Out	Elevator Stair Tower
Pinnacle Bank Arena	400 Pinnacle Arena Dr.	1x per year	Inside and Out	This facility has interior and exterior windows which are 150' high.
Lancaster County - Facilities				
Adult Detention Facility	3801 SW O Street	3x per year	Outside	Only windows on the North side and North half of West Side to be cleaned (Office Areas)
Adult Detention Facility	3801 SW O Street	2x per year	Inside	Only windows on the North side and North half of West Side to be cleaned (Office Areas)
Public Building Commission - Facilities				
City Property Mgmt. "K" St.	440 South 8th - 2nd floor	N As needed	Outside Only	
Community Mental Health	2200 St. Mary's Ave	1x per 2 yrs	Inside and Out	
Lancaster County Health	3140 N St.	1x per 2 yrs	Outside Only	
Lincoln Police Substation	4843 Huntington	1x per year	Outside Only	
Hall of Justice	575 S. 10th St.	1x per 2 yrs	Outside Only	
City County Bldg.	555 S. 10th St.	1x per 2 yrs	Outside Only	
Court House Plaza Building	633 South 10th	1x per 2 yrs	Outside Only	
605 Building	604 S. 10th St.	1x per 2 yrs	Outside Only	
Youth Service Center	1200 Radcliff St.	2x per year	Outside Only	Lobby and Admin Areas at front of building (East Side)
Southeast Community College Facilities				
SCC - Ed. Square	1111 O Street	2x per year	Inside and Out	See Specifications and Line Items for Details
SCC - Cont. Ed Center	301 So. 68th Street	2x per year	Inside and Out	See Specifications and Line Items for Details
SCC - Main Campus	8800 O Street	2x per year	Inside and Out	See Specifications and Line Items for Details

SPECIAL PROVISIONS FOR TERM CONTRACTS

PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER
COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN,
NEBRASKA
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 each Occurrence
Contractual Liability	\$1,000,000 each Occurrence
Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
- b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
- c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
- d. Contractual Liability coverage shall be included.
- e. Products Liability and/or Completed Operations coverage shall be included.
- f. Personal Injury Liability coverage shall be included.

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
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- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance (For Building Construction Contracts Only): Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdnspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

- 19.1 All Bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. EXECUTION OF AGREEMENT

- 20.1 Depending on the type of service and commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

- ☐ a. **PURCHASE ORDER**, unless otherwise noted.
1. This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission Purchase Order.
 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- ☒ b. **CONTRACT**, unless otherwise noted.
1. City, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 3. The City, County and City-County Public Building Commission will sign and date the Contract.
 4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

22. CITY AUDIT ADVISORY BOARD

- 22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

23. **E-VERIFY**

23.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Window Cleaning Services
Bid No. 14-155**

**G&M Window Services LLC
2045 South Folsom, Suite B
Lincoln, NE 68522
(402)477-1337**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **G&M Window Services LLC, 2045 South Folsom, Suite B, Lincoln, NE 68522**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Requirements for Window Cleaning Services, Bid No. 14-155** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to line items 5, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27 of Contractor's Proposal and Attachment A.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/service, according to the Line Item pricing as listed in the Contractors Proposal/Supplier Response, as well as referenced in Attachment A, a copy thereof being attached to and made a part of this Contract. The total cost of products or services for City departments shall not exceed \$173,000.00 during the contract term without approval. Regarding Attachment A, "Service not required until Notice to Proceed has been given to Vendor."

3. **Equal Employment Opportunity.** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term with option to renew for four (4) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Attachment A
 4. Cleaning Service Location List and Frequency
 5. Special Provisions
 6. Specifications
 7. Instructions to Bidders
 8. Insurance Requirements
 9. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk _____

Chris Beutler, Mayor _____

Approved by Resolution No. _____

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary _____

(SEAL)

G&M Window Service

Name of Corporation

2045 South Folsom Suite B

(Address)

Lincoln, NE 68522

By: Cherie J. Davis

Duly Authorized Official

Operations manager

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla - Assistant Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	14-155 Addendum 1	Department	Purchasing	Department
Title	Annual Requirements for Window Cleaning Services	Building		Building
Bid Type	Bid		Suite 200	
Issue Date	05/30/2014	Floor/Room		Floor/Room
Close Date	6/13/2014 12:00:00 PM CT	Telephone	1 (402) 441-8309	Telephone
Need by Date		Fax	1 (402) 441-6513	Fax
		Email	rwalla@lincoln.ne.gov	Email

Supplier Information

Company G&M Window Service LLC
Address 2045 South Folsom
Suite B
Lincoln, NE 68522
Contact Valarie Parris
Department
Building
Floor/Room
Telephone 1 (402) 477-1337
Fax 1 (402) 441-0644
Email VParris@windstream.net
Submitted 6/11/2014 3:10:23 PM CT
Total \$321,390.00

Signature _____

Supplier Notes

Bid Notes

This is a cooperative bid which includes the City of Lincoln, Lancaster County, the Lincoln/Lancaster County Public Building Commission and Southeast Community College.

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Line Item Pricing	I have submitted my pricing in the Unit Price box for each Line Item based on the cost to service that location one time. The quantity listed in the Qty box is based on the estimated total number of times the service will be provided at each location during the initial (4) four year term of the contract. The ebid system will automatically multiply your single service cost times the number in the Qty to give a total bid price for each location and an overall bid price for all locations being bid.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
4	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	YES
7	Location Listing	I acknowledge reading and understanding the Location Listing.	Y
8	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
9	References	I acknowledge that I have attached in the suppliers response attachment section of the bid my three references on company letterhead.	Y
10	Contact	Name of person submitting this bid:	Valarie J Parris
11	Electronic Signature	Please check here for your electronic signature.	Yes
12	Cooperative Bid	I acknowledge and understand that The City of Lincoln, Lancaster County, The City/County Public Building Commission and Southeast Community College are issuing this bid for Window Cleaning Services. Any reference to any of these four entities in the Specifications or any other documentation in the bid refers to all four entities.	Yes
13	Electronic Funds Transfer	Will your company accept payment via Electronic Funds Transfer (EFT)? Yes OR No If No, Why?	YES
14	Additional Discount	Will your company offer an additional discount off of bid pricing if awarded all Owner locations? YES or NO If YES, What is that discount?	NO
15	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: "Additional Discount" Attribute was added to the bid.	Yes

Line Items

#	Qty	UOM	Description	Response
1	4	Services	K Street Complex, 440 South 8th Street, SERVICE ONE TIME PER YEAR Bid the Per Service Cost in the Unit Price Box	\$135.00
		Item Notes:	2nd Floor North Side Outside Only	
		Supplier Notes:	28'ladder/barricades	
2	2	Services	Community Mental Health, 2200 St. Mary's Ave., SERVICE ONE TIME EVERY TWO YEARS Bid the Per Service Cost in the Unit Price Box	\$1,160.00
		Item Notes:	Inside and Out	
		Supplier Notes:	Various ladders/poles/barricades	
3	2	Services	Lancaster County Health, 3140 N St., SERVICE ONE TIME EVERY TWO YEARS Bid the Per Service Cost in the Unit Price Box	\$1,120.00
		Item Notes:	Outside Only	
		Supplier Notes:	TMZ50/30/various ladders/poles/Harness/barricades	
4	16	Services	Lincoln Fire & Rescue Admin Offices, 1801 Q St. North, SERVICE FOUR TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$120.00
		Item Notes:	Inside and Out North Window Wall only & West Office	
		Supplier Notes:	24/28' ladders/poles/barricades	
5	8	Services	Lincoln Water Systems, 2021 N 27th St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$90.00
		Item Notes:	Outside Only	
		Supplier Notes:	poles	
6	4	Services	Lincoln Police Substation, 4843 Huntington, SERVICE ONE TIME PER YEAR Bid the Per Service Cost in the Unit Price Box	\$170.00
		Item Notes:	Outside	
		Supplier Notes:	various ladders/poles	

7	2	Services	Hall of Justice, 575 S. 10th St., SERVICE ONE TIME EVERY TWO YEARS Bid the Per Service Cost in the Unit Price Box	\$3,200.00
Item Notes: Outside Only				
Supplier Notes: TMZ 50/30, tucker tanks, poles, various ladders/harness/barricades				
8	2	Services	City County Bldg., 555 S. 10th St., SERVICE ONE TIME EVERY TWO YEARS Bid the Per Service Cost in the Unit Price Box	\$3,100.00
Item Notes: Outside Only				
Supplier Notes: TMZ 50/30, tucker tanks, poles, various ladders/harness/barricades				
9	2	Services	Court House Plaza Building, 633 South 10th, SERVICE ONE TIME EVERY TWO YEARS Bid the Per Service Cost in the Unit Price Box	\$245.00
Item Notes: Outside Only				
Supplier Notes: Tucker poles/various ladders/barricades				
10	2	Services	605 Building, 604 S. 10th St., SERVICE ONE TIME EVERY TWO YEARS Bid the Per Service Cost in the Unit Price Box	\$2,550.00
Item Notes: Outside Only				
Supplier Notes: TMZ 50/30, tucker tanks, poles, various ladders/harness/barricades				
11	48	Services	Wastewater Facility, 2400 Theresa St., SERVICE TWELVE TIMES EACH YEAR Bid the Per Service Cost in the Unit Price Box	\$120.00
Item Notes: Outside Only				
Supplier Notes: poles				
12	48	Services	NE Operations Control Facility, 7000 N. 70th St., SERVICE TWELVE TIMES EVERY YEAR Bid the Per Service Cost in the Unit Price Box	\$40.00
Item Notes: Outside Only				
Supplier Notes: poles				
13	8	Services	South Street Library, 2675 South St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$102.00
Item Notes: Inside and Out				
Supplier Notes: Various ladders/poles/barricades				

14	8	Services	Bennett Martin Library, 136 S. 14th St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$695.00
Item Notes: All inside first floor windows, all inside 2nd through 4th floor windows, outside of all 2nd floor windows Inside and Out				
Supplier Notes: Various ladders/poles/barricades				
15	8	Services	Bethany Library, 1810 N. Cotner, SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$72.00
Item Notes: Inside and Out				
Supplier Notes: Various ladders/poles				
16	8	Services	Gere Library, 2400 S. 56th St., SERVICE ONE TIME PER YEAR Bid the Per Service Cost in the Unit Price Box	\$465.00
Item Notes: All windows including Clerestory Inside and Out				
Supplier Notes: Various ladders/poles/barricades				
17	8	Services	Anderson Library, 3635 Touzalin, SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$170.00
Item Notes: Inside and Out				
Supplier Notes: Various ladders/poles				
18	8	Services	Bess Dodson Walt Library, 6701 S. 14th St, SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$554.00
Item Notes: All windows including Clerestory Inside and Out				
Supplier Notes: Various ladders/poles/barricades				
19	8	Services	Eiseley Library, 1530 Superior, SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$554.00
Item Notes: All windows including Clerestory. Inside and Out				
Supplier Notes: Various ladders/poles/barricades				
20	8	Services	University Square Parking Garage, 101 N. 14 St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$455.00
Item Notes: South Stair Tower, NW Stair Tower and Open Shaft Window in South Stair Tower Inside and Out				
Supplier Notes: TMZ50/30/poles/harness/barricades				

21	8	Services	Center Park Garage, 1100 N St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$1,251.00
Item Notes: Plexi Stair Covers, Stair Tower & Bridge and North Elevator/Shaft. Inside and Out				
Supplier Notes: TMZ 50/30, 860SJ JLG Lift, poles/harness/barricades				
22	8	Services	Carriage Park Garage, 1120 L St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$2,402.00
Item Notes: Stair Towers, Elevator & Elevator Shaft and Skywalk Inside and Out				
Supplier Notes: TMZ 50/30, 860SJ JLG Lift, poles/harness/barricades				
23	8	Services	Cornhusker Square, 1220 L St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$100.00
Item Notes: Garage Stair Towers Inside and Out				
Supplier Notes: TMZ 50/30, poles/harness/barricades				
24	8	Services	Que Place Garage, 1111 Q. St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$2,330.00
Item Notes: Stair Towers, West Elevator & Shaft and Skywalk Inside and Out				
Supplier Notes: 860SJ JLG Lift, poles/harness/barricades				
25	8	Services	Market Place Garage, 925 Q St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$1,155.00
Item Notes: Stair Towers, Elevator and Skywalk Inside and Out				
Supplier Notes: 860SJ JLG Lift, poles/harness/barricades				
26	8	Services	Parking Office, 850 Q Street, SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$25.00
Item Notes: Inside and Out				
Supplier Notes: poles/ 6' ladder				
27	8	Services	Haymarket Garage, 840 Q St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$335.00
Item Notes: Elevator and Stair Tower Inside and Out				

Supplier Notes: TMZ 50/30, 6'ladder, poles/harness/barricades

28	8	Services	NE Team Station, 4843 Huntington, SERVICE TWO TIMES PER YEAR	\$170.00
			Bid the Per Service Cost in the Unit Price Box	

Item Notes: Outside Only

Supplier Notes: various ladders/poles

29	4	EA	Pinnacle Bank Arena, 400 Pinnacle Arena Drive, SERVICE ONE TIME PER YEAR	\$39,950.00
			Bid the Per Service Cost in the Unit Price Box	

Item Notes: PLEASE NOTE - PART OF THIS BUILDING HAS INTERIOR AND EXTERIOR WINDOWS WHICH ARE 150' HIGH. VENDOR WILL NEED SPECIALIZED EQUIPMENT TO REACH THIS HEIGHT.
All Interior and Exterior windows

Supplier Notes: Hinowa LL63, Falcon FS138 Lift, Bosun chairs, poles, various ladders 40' and under, rope decent system, ropes, barricades, body harness, rope grab K21

30	8	Services	County Youth Services Center, SERVICE TWO TIMES PER YEAR	\$160.00
			Bid the Per Service Cost in the Unit Price Box	

Item Notes: Outside Only- Lobby and Administration area - East side of building

Supplier Notes: Various ladders/barricades

31	1	PKG	Southeast Community College Buildings	\$33,760.00
			No pricing is placed in this section - Complete Unit Pricing in the Line Items below!	

Item Notes:

Supplier Notes:

Package Line Items: If responding to this package, all line items in the package are required

#	Qty	UOM	Description	Response
31.1	8	Services	Education Square - 1111 O Street SERVICE PROVIDED TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	900.00

Item Notes: Outside Windows - Upper level only on the North, West and East side.
Inside Windows - North side of elevators only.

Supplier Notes: poles/ladders/barricades

31.2	8	Services	Continuing Education/Entrepreneurship Center - 3101 So. 68th Street Place	2,600.00
			SERVICE PROVIDED TWO TIMES PER YEAR	
			Bid the Per Service Cost in the Unit Price Box	

Item Notes: Outside Windows - Main Entrance area with white/cream color finish, 2D wing front and back windows.
Outside Windows - Upper levels - North side and West side - 2nd through 5th floors (Wing that faces East)
Outside Windows - West and South sides - 1st through 4th floors.
Inside Windows - 2nd floor lobby area only.
Inside Windows - North side of elevators only.

Supplier Notes: Hinowa Lift, poles, various ladders/harness/barricades

31.3	8	Services	Main Campus - 8800 O Street SERVICE PROVIDED TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	720.00
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Item Notes: Outside Windows - Student Services Area only.
Inside Windows - None

Supplier Notes: Various ladders/barricades/poles

32	1	PKG	County Adult Detention Facility No pricing is placed in this section - Complete Unit Pricing in the Line Items below!	\$5,580.00
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Item Notes:

Supplier Notes:

Package Line Items: If responding to this package, all line items in the package are required

#	Qty	UOM	Description	Response
32.1	12	Services	Adult Detention Facility - 3801 SW O Street - EXTERIOR SERVICE PROVIDED THREE TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	315.00

Item Notes: Outside Windows Only - North Side and North half of West Side Only

Supplier Notes: Various ladders/barricades

32.2	8	Services	Adult Detention Facility - 3801 SW O Street - INTERIOR SERVICE PROVIDED TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	225.00
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Item Notes: Inside of Windows Only - North Side and North half of West Side Only

Supplier Notes: poles

Response Total:	\$321,390.00
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COMMERCIAL ■ RESIDENTIAL
HIGH RISE

July 13, 2014

City of Lincoln Purchasing Dept.

Attention: Robert Walla

[REDACTED]

LUMBERWORKS GARAGE - 2 X YEAR - \$2,400.00 PER VISIT
LARSON BUILDING - 2 X YEAR - \$2,040.00 PER VISIT
RED 1 GARAGE - 2 X YEAR - \$2,319.70 PER VISIT
GREEN 2 GARAGE - 2 X YEAR - \$2,319.70 PER VISIT
BLUE 3 GARAGE - 2 X YEAR - \$1,760.00 PE VISIT

[REDACTED]

[REDACTED]

[REDACTED]

IF THERE ARE ANY FURTHER PROBLEMS, PLEASE CONTACT ME ON MY CELL PHONE
402499-2300. I WILL NOT HAVE ACCESS TO MY COMPUTER ON A REGULAR BASIS FOR A
COUPLE OF DAYS.

THANK YOU

VAL PARRIS
G&M WINDOWS



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

FORM

13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name The City of Lincoln			Name G&M Window Services LLC		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 2045 South Folsom, Suite B		
City Lincoln	State NE	Zip Code 68508	City Lincoln,	State NE	Zip Code 68522

Check Type of Certificate☐ Single Purchase☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One☐ Purchase for Resale (Complete Section A)☒ Exempt Purchase (Complete Section B)☐ Contractor (Complete Section C)**SECTION A—Nebraska Resale Certificate**

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the
form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

☐ YES ☐ NO

Was Item Depreciable?

☐ YES ☐ NO**SECTION C—For Contractors Only****1. Purchases of Building Materials or Fixtures:**

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from
Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____ (exempt entity)

☐ Pursuant to an **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases
of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the
regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135,
shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for
each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket
certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct
and complete.

**sign
here**

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.**Incomplete certificates cannot be accepted.****www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729**

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER
Division is taxable per Reg. 066.14A or applicable laws.

6-134-1970 Rev. 3-2009
Supersedes 6-134-1970 Rev. 10-2007

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regslstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ AIA INSURANCE AGENCY 2800 FREEWAY BLVD BROOKLYN CENTER MN 55430	CONTACT NAME: LINDSAY KELTY	
	PHONE (A/C, No. Ext): (888) 793-1481 FAX (A/C, No.): (800) 974-0297	
	E-MAIL ADDRESS: SERVICECENTER@UNITEDFIREGROUP.COM	
	PRODUCER CUSTOMER ID #:	
INSURED G&M WINDOW SERVICE LLC 2045 S FOLSOM ST LINCOLN NE 68522-2027	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United Fire & Casualty	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 13021	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	0135 60428908	04/14/2014	04/14/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	0135 60428908	04/14/2014	04/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$	N	N	0135 60428908	04/14/2014	04/14/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, if more space is required)

CITY OF LINCOLN, NEBRASKA & LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION ARE AN ADDITIONAL INSURED ON THE GENERAL LIABILITY.

CERTIFICATE HOLDER

CANCELLATION

CITY OF LINCOLN NEBRASKA
SOUTHWEST WING
440 S 8TH ST STE 200
LINCOLN NE
68508-2294

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lindsay Kelty



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Advanced Risk Solutions 12980 Metcalf, Suite 490 Overland Park, KS 66213 www.advancedriskssolutions.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED Alliance Compensation & Benefits Group, Inc. 2566 Leavenworth St. Omaha NE 68105	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lumbermen's Underwriting Alliance		23108
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 20961931

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Not Applicable			EACH OCCURRENCE \$ XXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXX MED EXP (Any one person) \$ XXXXXX PERSONAL & ADV INJURY \$ XXXXXX GENERAL AGGREGATE \$ XXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXX \$ XXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Not Applicable			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXX BODILY INJURY (Per person) \$ XXXXXX BODILY INJURY (Per accident) \$ XXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXX \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Not Applicable			EACH OCCURRENCE \$ XXXXXX AGGREGATE \$ XXXXXX \$ XXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		430990	11/1/2013	11/1/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE CONFERS NO ADDITIONAL INSURED RIGHTS UPON THE CERTIFICATE HOLDER.

Coverage extends to the employees of:

G&M Window Service, LLC 2045 S. Folsom #B Lincoln, NE 68522

CERTIFICATE HOLDERGMW

City of Lincoln Nebraska
440 South 8th Street Suite 200
Lincoln NE 68508**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert M Gagne

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ACORD 25 (2014/01)

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SPECIFICATIONS WINDOW CLEANING SERVICES

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 The City of Lincoln, Lancaster County, Nebraska; the Lincoln-Lancaster County Public Building Commission, and Southeast Community College-Lincoln, hereinafter referred to as "Owners", are requesting bids from qualified Vendors to provide interior and exterior window cleaning services at various locations throughout the city limits of Lincoln, Nebraska.
- 1.2 Locations for all entities are listed as an attachment in the Bid Attachment section on the City/County ebid system.
 - 1.2.2 Building locations not indicated in this bid may be added to any contract resulting from this bid with mutual consent and by written amendment of both parties at any time during the contract period.
- 1.3 The service shall include all labor, supervision, materials, chemicals, machines, set-up and rigging, tools, equipment, traffic control (if deemed necessary), insurance, permits and licenses to perform the services specified herein in a safe, timely, and efficient manner.
- 1.4 Any deviation from these specifications or the ebid must be documented on company letterhead and attached to the Response Attachment section of the ebid response.
- 1.5 Vendors must submit bid documents and all supporting material via ebid.
- 1.6 All inquiries regarding these specifications shall be directed via email or faxed written request to Robert Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.6.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
- 1.7 The City/County Purchasing Office shall only reply to written inquiries received within five (5) calendar days of the bid opening.
- 1.8 No direct contact is allowed between Vendor and other Owner staff throughout the bid process.
 - 1.8.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.9 Awarded Vendor must meet with the Building Maintenance Director or Designee to view all buildings and areas to be cleaned prior to performing any work under this contract.

2. CONTRACT TERMS

- 2.1 The term of the contract shall be four (4) years from date of execution with an option for 4 additional one year renewals upon mutual consent of all parties.
- 2.2 The Owners reserve the right to add, remove or adjust the terms of the contracts should there be a substantial change caused by building remodeling, new building construction, budget restrictions, etc.
 - 2.2.1 Such adjustments must be made in the form of a written contract amendment signed by both the Contractor and Owners.
 - 2.2.2 Only Owners that are part of the specific contract will be required to execute a contract amendment.
- 2.3 The awarded contracts will not be assignable without written approval of the Owners in the form of a contract amendment.
- 2.4 Termination of Contract for convenience may be issued with a ninety (90) day written notice of termination by either party.

- 2.5 The Owners may terminate the contract for cause with a ten (10) day written notice if the Contractor:
 - 2.5.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide window cleaning services as requested.
 - 2.5.2 Fails to make payment to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Vendor and Subcontractors.
 - 2.5.3 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract.
 - 2.5.4 If the Contractor or Subcontractor's employees commit a breach of facility security rules.
 - 2.5.5 Otherwise commits a substantial breach of any provision of the Contract Document.
 - 2.5.6 Vendor may have the opportunity to respond and cure the recognized deficiencies in a predetermined amount of time.
- 2.6 Vendors will enter into one contract with Southeast Community College and another contract with the City of Lincoln, Lancaster County and the City/County Public Building Commission.
 - 2.6.1 The Owners reserve the right to award all locations to a single Vendor or split the award as deemed to be in the best interest of the Owners.
 - 2.6.1.1 An attribute in the ebid system will allow the Vendors the opportunity to provide a discount to all Owners if awarded all locations.
 - 2.6.2 Vendors must indicate in the Attribute section of the ebid if their pricing is firm for the term of the original contract or subject to escalation.
- 2.7 Upon award Vendor must provide proof of insurance meeting the requirements listed in the Bid Attachment section of the ebid system.
 - 2.7.1 Each entity must be listed as Additional Insured in the Description of Services box on the Certificate of Accord.

3. **CONTRACTOR'S QUALIFICATIONS/REQUIREMENTS**

- 3.1 Bidding shall be limited to individuals, partnerships and corporations currently engaged in the field of high rise commercial building window washing.
- 3.2 Vendors shall demonstrate competence, experience and financial capability to carry out the terms of a contract based on these specifications.
- 3.3 All Vendors must have in their possession by means of ownership or available to them by formal agreement at the time of bidding, all equipment and supplies (window-cleaners' belts, boatswain's chairs, rope descent systems, ladders, supported scaffolds high reach poles, water feed poles and the support equipment used to suspend employees cleaning windows) which may be necessary and required to perform the services outlined in these specifications.
- 3.5 Vendor shall provide adequate protection to prevent any damage to the exterior and interior of the building during window washing operations.
- 3.6 Any use of window washing scaffolding must be maintained at Vendors expense.
 - 3.6.1 Vendor shall be responsible for insuring that all equipment is maintained and operated in accordance with manufacturer applicable standards.
- 3.7 Vendor shall require each of its employees and/or agents, while working in or about the premises, to exercise at all times due care for the protection of persons and property, and to observe the generally accepted standards of safety precautions and courtesy.

- 3.8 Vendor shall comply fully with all current applicable State, Federal and OSHA laws and regulations of any other regulating governmental authority, including but not limited to training, safety, employment, wages, taxes and licensing.
- 3.9 The Vendor shall be held liable for any damage they cause to Owner's property; both inside and outside while performing the required services.
- 3.10 The Vendor shall give a minimum of 5-days notice to the Building Maintenance Division Director or its Designee prior to performing window cleaning services.
- 3.11 Unless previously agreed upon by the Owners, all interior windows shall be cleaned during normal working hours, which is 8:00 A.M. to 4:30 P.M., Monday through Friday.
 - 3.11.1 The Owners will provide the successful Vendor with a schedule of holiday closings.
 - 3.11.2 The Vendor will coordinate interior window cleaning with Owners staff to minimize any disruption in work.
 - 3.11.3 Exterior windows may be cleaned outside of normal business hours unless access to the building is necessary for the work to be performed.
- 3.12 Some Owners buildings, or areas within a building may have restricted access.
 - 3.12.1 Examples of restricted buildings for the City, Lancaster County and PBC are the City/County Hall of Justice, 605 Building, New Correction Facility and Court House Plaza.
 - 3.12.1 Vendor will meet with Building Maintenance staff prior to performing services to determine how access can be given in restricted areas.
- 3.13 The Owners intend to include the buildings listed in the bid line items in the initial service agreement.
- 3.14 The Owners reserve the right to add or delete any building from the cleaning schedule.
 - 3.14.1 The cost to service additional buildings will be quoted as needed and added to the contract via a written amendment with the specific Owners.
- 3.15 All windows, sills, frames and metal will be cleaned and wiped down to reduce streaking on glass and/or frames using a cleaning solution approved by the Owners Building Maintenance Staff or Designee.
 - 3.15.1 Standard window cleaning shall include but not limited to, rinsing, cleaning, soap application, squeegee clean, and all edges wiped.
- 3.16 Windows shall be cleaned in an interval as shown on the Location Attachment in the Bid Attachment section of the ebid.
- 3.17 Vendor shall take all measures necessary to prevent cleaning solutions from contacting the facilities interior and exterior walls.
- 3.18 If the Vendor fails to provide adequate cleaning service in accordance with these specifications and according to the Owners Building Maintenance Staff, the windows shall be cleaned again at no additional cost to the Owners.
 - 3.18.1 Rework must be completed within seven (7) working days from the date of notification to do such work.
 - 3.18.2 Vendor will not be paid until rework is complete and Building Maintenance Staff has approved of the work done.

4. **SITE SPECIFIC GENERAL INFORMATION**

- 4.1 In addition to the locations and instructions provided in the Location Attachment, specific requirements for service are as follows:
- 4.2 The Bennett Martin Library at 136 So. 14th Street has an elevator shaft window which must be cleaned on the inside and outside.
 - 4.2.1 Vendors must ensure that courtyard plants and landscaping are not damaged during cleaning services.
- 4.3 Southeast Community College- Lincoln Campus: Windows shall be cleaned twice a year.
 - 4.3.1 Education Square located at 1111 "O" Street
 - 4.3.1.1 All outside windows
 - 4.3.1.1.1 Upper level only on the north, west and east side.
 - 4.3.1.2 Inside windows
 - 4.3.1.2.1 Glass windows on north side of elevators only.
 - 4.3.2 Continuing Education/Entrepreneurship Center located at 301 S. 68th St. Place.
 - 4.3.2.1 Outside windows - West Wing
 - 4.3.2.1.1 From the main entrance of the building west, the 2D wing all front and back windows.
 - 4.3.2.1.2 Outside windows on upper levels; only on the north side and west side, 2nd through 5th floors).
 - 4.3.2.2.1 West side wing or portion of the building that FACES east.
 - 4.3.2.3 The west and south sides would be 1st through 4th floor.
 - 4.3.2.4 Interior window cleaning would consist of 2nd floor lobby area only.
 - 4.3.3 Main Campus located at 8800 "O" Street
 - 4.3.3.1 All outside windows in the Student Services Area only.
 - 4.3.4 Pictures of the SCC buildings are attached in the Bid Attachment Section of the ebid.
- 4.4 Awarded Vendor must meet with the Building Maintenance Director or Designee to view all buildings and areas to be cleaned prior to performing any work under this contract.

5. **EVALUATION INFORMATION AND SUBMITTALS**

- 5.1 Vendor bids will be evaluated using the information submitted in the ebid to determine the lowest, responsible, responsive bidder/s.
- 5.2 References from current and past customers will be a consideration in the award of this contract.
- 5.3 Vendor must provide references from at least three (3) other accounts where window cleaning service is being provided on commercial high rise buildings.
 - 5.3.1 Vendors may list contracts that are no longer active if the reason for cancellation is provided with the reference information for that account.
 - 5.3.2 References must list the Contact name, phone number, address, email address, total yearly dollar value of account and number of years under contract with the account.
 - 5.3.3 Reference information will be typed on company letterhead and attached to the Response Attachment section of the ebid response.

6. INVOICE AND PAYMENT REQUIREMENTS

- 6.1 Invoices for payment shall include company name and address for remittance, locations of where service has been performed, dates of service, contracted price, and total amount due.
 - 6.1.1 Invoices must be sent to the building Owners within 30 days of receiving service.
- 6.2 Vendor must agree to bill each entity with a separate invoice based on the location, unless otherwise agreed upon by the Owners and Vendor.
- 6.3 Owners prefer to make payments using an Electronic Funds Transfer (Direct Deposit) to expedite the accounts payable process.
 - 6.3.1 An Attribute will be in the ebid which asks for your acceptance of this payment method.
- 6.4 All Owners accounts are tax exempt.
- 6.5 The Owners will not pay for any fees or charges that are not specifically agreed to in the contract.

Window Cleaning Locations				
City of Lincoln - Facilities	Location	Frequency	Washed Inside and/or Outside	Unless noted, All windows are to be cleaned at the listed facility
Lincoln Fire & Rescue Admin	1801 Q St. North window	4x per year	Inside and Out	
Wastewater Facility	2400 Theresa St.	12x per year	Outside Only	
NE Operations Control Facility	7000 N. 70th St.	12x per year	Outside Only	
Lincoln Water Systems	2021 N 27th St.	2 x per year	Outside Only	
NE Team Station	4843 Huntington	2x per year	Inside and Out	
27 South Street Library	2675 South St.	2x per year	Inside and Out	
Bennett Martin Library	136 S. 14th St.	2x per year	Inside and Out	Clean all first floor windows, inside and out, every six months. Clean the inside of all 2nd through 4th floor windows every six months. Clean the outside of all 2nd floor windows every six months. Clean the inside of the elevator shaft windows (including the outside of the car window) every six months. Clean the outside of the elevator shaft windows, to the level of 2nd floor, every six months.
Bethany Library	1810 N. Cotner	2x per year	Inside and Out	
Gere Library	2400 S. 56th St.	2x per year	Inside and Out	
Anderson Library	3635 Touzalin	2x per year	Inside and Out	
Bess Dodson Walt Library	6701 S. 14th St.	2x per year	Inside and Out	
Eiseley Library	1530 Superior	2x per year	Inside and Out	
Dan Williams Library	5000 Mike Scholl St	2x per year	Inside and Out	
University Square Parking Garage	101 No. 14th St.	2x per year	Inside and Out	South Stair Tower, NW Stair Tower, Open Shaft Window in South Stair Tower
Lumberworks Park Garage	700 N Street	2x per year	Inside and Out	North Stair and West Stair Tower and Elevator Shaft
Larson Building Park Garage	1317 Q Street	2x per year	Inside and Out	SE Stairwell Tower and Elevator Lobbies and Elevator Shaft
Center Park Garage	1100 N Street	2x per year	Inside and Out	Plexi Stair Covers, Stair Tower & Bridge, North Elevator/Shaft
Red 1 Garage	555 R Street	2x per year	Inside and Out	North Stair Tower/Elevator Shaft and South Stair Tower/Elevator Shaft
Green 2 Garage	530 P Street	2x per year	Inside and Out	North Stair Tower/Elevator Shaft, Skywalk
Carriage Park Garage	1120 L Street	2x per year	Inside and Out	North Stair Tower/Elevator Shaft and South Stair Tower/Elevator Shaft
Blue 3 Garage	535 P Street	2x per year	Inside and Out	North Stair Tower/Elevator Shaft and South Stair Tower/Elevator Shaft
Cornhusker Square Garage	1220 L Street	2x per year	Inside and Out	Stair Towers
Que Place Garage	1111 Q	2x per year	Inside and Out	Stair Towers, West Elevator & Shaft and Skywalk
Market Place Garage	925 Q Street	2x per year	Inside and Out	Stair Towers & Elevator, Skywalk
Parking Office	850 Q Street	2x per year	Inside and Out	
Haymarket Garage	840 Q Street	2x per year	Inside and Out	Elevator, Stair Tower
Pinnacle Bank Arena	400 Pinnacle Arena Dr.	1x per year	Inside and Out	This facility has interior and exterior windows which are 150' high.
Lancaster County - Facilities				
Adult Detention Facility	3801 SW O Street	3x per year	Outside	Only windows on the North side and North half of West Side to be cleaned (Office Areas)
Adult Detention Facility	3801 SW O Street	2x per year	Inside	Only windows on the North side and North half of West Side to be cleaned (Office Areas)
Public Building Commission - Facilities				
City Property Mgmt. "K" St.	440 South 8th - 2nd floor N	As needed	Outside Only	
Community Mental Health	2200 St. Mary's Ave	1x per 2 yrs	Inside and Out	
Lancaster County Health	3140 N St.	1x per 2 yrs	Outside Only	
Lincoln Police Substation	4843 Huntington	1x per year	Outside Only	
Hall of Justice	575 S. 10th St.	1x per 2 yrs	Outside Only	
City County Bldg.	555 S. 10th St.	1x per 2 yrs	Outside Only	
Court House Plaza Building	633 South 10th	1x per 2 yrs	Outside Only	
605 Building	604 S. 10th St.	1x per 2 yrs	Outside Only	
Youth Service Center	1200 Radcliff St.	2x per year	Outside Only	Lobby and Admin Areas at front of building (East Side)
Southeast Community College Facilities				
SCC - Ed. Square	1111 O Street	2x per year	Inside and Out	See Specifications and Line Items for Details
SCC - Cont. Ed Center	301 So. 68th Street	2x per year	Inside and Out	See Specifications and Line Items for Details
SCC - Main Campus	8800 O Street	2x per year	Inside and Out	See Specifications and Line Items for Details

SPECIAL PROVISIONS FOR TERM CONTRACTS

PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.

9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER
COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN,
NEBRASKA
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 each Occurrence
Contractual Liability	\$1,000,000 each Occurrence
Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
- a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - d. Contractual Liability coverage shall be included.
 - e. Products Liability and/or Completed Operations coverage shall be included.
 - f. Personal Injury Liability coverage shall be included.

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
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- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance (For Building Construction Contracts Only): Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

- 19.1 All Bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. EXECUTION OF AGREEMENT

- 20.1 Depending on the type of service and commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:
- _____ a. **PURCHASE ORDER**, unless otherwise noted.
1. This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission Purchase Order.
 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- X b. **CONTRACT**, unless otherwise noted.
1. City, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 3. The City, County and City-County Public Building Commission will sign and date the Contract.
 4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

22. CITY AUDIT ADVISORY BOARD

- 22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

23. E-VERIFY

- 23.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.